

AFTER RECORDING RETURN TO:

ATTN: REAL ESTATE SERVICES
DEPARTMENT OF TRANSPORTATION
P.O. BOX 4 7338
OLYMPIA, WA 98504-7338

Document Title: Quitclaim Deed

Reference Number of Related Document: N/A

Grantor(s): State of Washington

Grantee(s): City of Seattle

Legal Description: Ptn of SE-SE, Sec 6; SW-SW & SE-SW, Sec 5; NW-NW, Sec 8, all in T24N, R4E

Additional Legal Description is on Exhibit A of document

Assessor's Tax Parcel Number: Not applicable, public road

QUITCLAIM DEED

RE: SR 519, 4th Ave. S. to 1st Ave. S.

KNOW ALL MEN BY THESE PRESENTS, that the STATE OF WASHINGTON, Grantor, for and in accordance with that agreement of the parties entitled Memorandum of Agreement GCA 6868 For SR 519/I-90 Intermodal Access – I/C Improvements Project - Transfer of Real Property Interest and City Infrastructure to the City of Seattle, dated January _____, 2015, hereby conveys and quitclaims unto the CITY OF SEATTLE, a municipal corporation in the State of Washington, Grantee, all Grantor's right, title, and interest under the jurisdiction of the Department of Transportation in and to the following described real property and infrastructure situated in King County, State of Washington:

For Legal Description and Additional Conditions
See Exhibits A and B attached hereto and made a part hereof.

Subject to all existing encumbrances, including easements, restrictions and reservations, if any.

The Grantee as part of consideration herein does hereby agree to comply with all civil rights and anti-discrimination requirements of Chapter 49.60 RCW as to the lands herein described.

The property interests herein described are not required for State highway purposes and are conveyed pursuant to the provisions of RCW 36.75.090 and RCW 47.52.210.

Dated at Olympia, Washington, this _____ day of _____, 2015.

STATE OF WASHINGTON

Secretary of Transportation

APPROVED AS TO FORM:

By: _____
Assistant Attorney General

REVIEWED AS TO FORM:

City of Seattle, a municipal corporation in the State of Washington

By: _____

STATE OF WASHINGTON)

) : ss

County of Thurston)

On this _____ day of _____, 2015, before me personally appeared, known to me as the Secretary of Transportation, Washington State Department of Transportation, and executed the foregoing instrument, acknowledging said instrument to be the free and voluntary act and deed of the State of Washington, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

Given under my hand and official seal the day and year last above written.

Notary (print name) _____
Notary Public in and for the State of Washington,
Residing at _____
My Appointment Expires _____

EXHIBIT A To Quitclaim Deed

Legal Description

That portion of the Southwest quarter of the Southwest quarter of Section 5 and the Southeast quarter of the Southeast quarter of Section 6, all in Township 24 North, Range 4 East, W.M. lying within a tract of land described as beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 4th Ave 64+80.00 on the 4th Ave line survey of SR 519, 4th Ave. S. to 1st Ave. S. and 50 feet Easterly therefrom; thence Northerly, parallel with said line survey, to a point opposite HES 4th Ave 74+39.98 and 50 feet Easterly therefrom; thence continuing Northerly, parallel with said line survey, to a point opposite EB 5+00 on the EB line survey and 50 feet Easterly therefrom; continuing Northerly, parallel with said line survey, to a point opposite HES 4th Ave 75+39.98 and 50 feet Easterly therefrom; thence Northerly, to a point opposite HES 4th Ave 80+35.22 on said line survey and 50.00 feet Easterly therefrom; thence Northerly, parallel with said line survey, to a point opposite HES 4th Ave 80+86.25 thereon; thence Northerly, to a point opposite HES 4th Ave 81+41.70 on said line survey and 50.00 feet Easterly therefrom; thence Northwesterly, along a nontangent curve concave to the right having a radius of 501.00 feet an arc length of 116.01 feet to a point opposite, HES 4th Ave 82+00.00 on said line survey and 50.00 feet Southwesterly therefrom, said point being on the South line of S. Royal Brougham Way; thence Westerly, to a point opposite said HES and 199.97 feet Westerly therefrom; thence Southerly, to a point opposite HES 4th Ave 78+58.72 on said line survey and 199.82 feet Westerly therefrom; thence Easterly, to a point opposite said HES and 175.87 feet Westerly therefrom; thence Easterly, to a point opposite said HES and 172.52 feet Westerly therefrom; thence Northeasterly, along a nontangent curve concave to the right having a radius of 434.50 feet and an arc length of 126.79 feet, to a point opposite HES 4th Ave 79+66.74 on said line survey and 107.00 feet Westerly therefrom; thence Southerly, parallel with said line survey, to a point opposite HES 4th Ave 79+33.26 and 107 feet Westerly therefrom; thence Southeasterly, to a point opposite HES 4th Ave 79+21.54 on said line survey

and 90.30 feet Westerly therefrom; thence Southwesterly, , to a point opposite HES 4th Ave 79+10.08 and 98.34 feet Westerly therefrom; thence Northwesterly, to a point opposite HES 4th Ave 79+16.17 on said line survey and 107.00 feet Westerly therefrom; thence Southerly, parallel with said line survey, to a point opposite HES 4th Ave 78+86.88 and 107.00 feet Westerly therefrom; thence continuing Southerly, parallel with said line survey, to a point opposite HES 4th Ave 76+96.00 and 107.00 feet Westerly therefrom; thence Easterly, to a point opposite said HES and 93.75 feet Westerly therefrom; thence Southerly, parallel with said line survey, to a point opposite HES 4th Ave 75+85.00 and 93.75 feet Westerly therefrom; thence Westerly, to a point opposite HES EB 7+32.29 on the EB line survey of said highway and 97.88 feet Northerly therefrom; thence Westerly, to a point opposite EB 7+48.65 on said EB line survey and 98.00 feet Northerly therefrom; thence Southerly, to a point opposite HES EB 7+49.12 on said line survey and 53.00 feet Northerly therefrom; thence Westerly, to a point opposite HES EB 8+13.66 on said EB line survey and 50 feet Northerly therefrom; thence Southerly, to a point opposite said HES and 43.86 feet Southerly therefrom; thence Southerly, to a point opposite HES EB 8+13.66 on said EB line survey and 50 feet Southerly therefrom; thence Easterly, to a point opposite EB 7+99.31 on said EB line survey and 49.87 feet Southerly therefrom; thence Easterly, to a point opposite HES EB 7+50.20 on said EB line survey and 46.00 feet Southerly therefrom; thence Southerly, to a point opposite HES EB 7+50.86 on said EB line survey and 106.00 feet Southerly therefrom; thence Easterly, to a point opposite HES 4th Ave 73+80.00 on said 4th Ave line survey and 96.82 feet Westerly therefrom; thence Southerly, to a point opposite HES 4th Ave 69+60.00 on said 4th Ave line survey and 73.21 feet Westerly therefrom; thence Easterly, to a point opposite said HES and 50.00 feet Westerly therefrom; thence Southerly, parallel with said 4th Ave line survey, to a point opposite HES 4th Ave 64+80.00 and 50.00 feet Westerly therefrom; thence Easterly, to the point of beginning.

EXCEPTING THEREFROM the following tracts of land:

Tract 1:

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 4th Ave 69+27.48 on the 4th Ave line survey of SR 519, 4th Ave. S. to 1st Ave. S. and 20.45 feet Easterly therefrom; thence Northerly, to a point opposite HES 4th Ave 70+43.77 on said line survey and 19.57 feet Easterly therefrom; thence Northwesterly, to a point opposite HES 4th Ave 71+49.91 on said line survey and 13.43 feet Easterly therefrom; thence Westerly, to a point opposite HES 4th Ave 71+48.57 on said line survey and 10.53 feet Westerly therefrom; thence Southerly, to a point opposite HES 4th Ave 70+19.02 on said line survey and 4.42 feet Westerly therefrom; thence Southerly, to a point opposite HES 4th Ave 69+27.25 on said line survey and 2.64 feet Westerly therefrom; thence Easterly, to the point of beginning.

Tract 2:

Beginning at opposite Highway Engineer's Station (hereinafter referred to as HES) 4th Ave 71+99.99 on the 4th Ave line survey of SR 519, 4th Ave. S. to 1st Ave. S. and 4.83 feet Easterly therefrom; thence Northwesterly, to a point opposite HES 4th Ave 72+12.97 on said line survey and 4.11 feet Easterly therefrom; thence Westerly, to a point opposite HES 4th Ave 72+12.24 on said line survey and 8.87 feet Westerly therefrom; thence Southerly, to a point opposite HES 4th Ave 71+99.26 on said line survey and 8.15 feet Westerly therefrom; thence Easterly, to the point of beginning.

Tract 3:

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 4th Ave 72+78.61 on the 4th Ave line survey of SR 519, 4th Ave. S. to 1st Ave. S. and 0.45 feet Easterly therefrom; thence Northerly, to a point opposite HES 4th Ave 72+91.59 on said line survey and 0.27 feet Westerly therefrom; thence Westerly, to a point opposite HES 72+90.86 on said line survey and 13.25 feet Westerly therefrom; thence Southerly, to a point opposite HES 4th

Ave 72+77.88 on said line survey and 12.53 feet Westerly therefrom; thence Easterly, to the point of beginning.

Tract 4:

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 4th Ave 73+57.22 on the 4th Ave line survey of SR 519, 4th Ave. S. to 1st Ave. S. and 3.93 feet Westerly therefrom; thence Northerly, to a point opposite HES 4th Ave 73+70.20 on said line survey and 4.65 feet Westerly therefrom; thence Westerly, to a point opposite HES 4th Ave 73+69.48 on said line survey and 17.63 feet Westerly therefrom; thence Southerly, to a point opposite HES 73+56.50 on said line survey and 16.91 feet Westerly therefrom; thence Easterly, to the point of beginning.

Tract 5:

Beginning at point opposite Highway Engineer's Station (hereinafter referred to as HES) EB 5+51.36 on the EB line survey of SR 519, 4th Ave. S. to 1st Ave. S. and 65.75 feet Southerly therefrom; thence Northerly, to a point opposite said HES and 44.69 feet Northerly therefrom; thence Westerly, to a point opposite HES EB 5+65.36 on said line survey and 44.84 feet Northerly therefrom; thence Southerly, to a point opposite said HES and 65.75 feet Southerly therefrom; thence Easterly, to the point of beginning.

Tract 6:

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) EB 5+00.50 on the EB line survey of SR 519, 4th Ave. S. to 1st Ave. S. and 44.09 feet Easterly therefrom; thence Northerly, to a point opposite EB 90 15+13.33 on the EB line survey of said highway and 28.37 feet Northerly therefrom; thence Northerly, to a point opposite HS EB 90 15+13.51 on said EB 90 line and 45.32 feet Northerly therefrom; thence Westerly, to a point opposite HES EB 5+27.49 on said EB line survey and 45.32 feet Northerly therefrom; thence Southerly, to a point opposite said HES and 32.32 feet Northerly therefrom; thence Easterly, parallel with said EB line survey, to a point opposite HES EB 5+14.62 and 32.32 feet Northerly

therefrom; thence Southerly, to a point opposite said HES and 44.09 feet Southerly therefrom; thence Easterly, to the point of beginning.

Tract 7:

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 4th Ave 75+76.14 on the 4th Ave line survey of SR 519, 4th Ave. S. to 1st Ave. S. and 40.18 feet Easterly therefrom; thence Northerly, parallel with said line survey, to a point opposite HES 4th Ave 75+89.14 40.18 feet Easterly therefrom; thence Westerly, to a point opposite said HES and 27.18 feet Easterly therefrom; thence Southerly, parallel with said line survey, to a point opposite HES 4th Ave 75+76.14 and 27.18 feet Easterly therefrom; thence Easterly, to the point of beginning.

Tract 8:

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 4th Ave 76+61.44 on the 4th Ave line survey of SR 519, 4th Ave. S. to 1st Ave. S. and 40.18 feet Easterly therefrom; thence Northerly, parallel with said line survey, to a point opposite HES 76+74.44 and 40.18 feet Easterly therefrom; thence Westerly, to a point opposite said HES and 27.18 feet Easterly therefrom; thence Southerly, parallel with said line survey, to a point opposite HES 4th Ave 76+61.44 and 27.18 feet Easterly therefrom; thence Easterly, to the point of beginning.

Tract 9:

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 4th Ave 77+34.12 on the 4th Ave line survey of SR 519, 4th Ave. S. to 1st Ave. S. and 43.83 feet Easterly therefrom; thence Northerly, parallel with said line survey, to a point opposite HES 4th Ave 79+30.89 thereon; thence Westerly, to a point opposite said HES and 19.83 feet Easterly therefrom; thence Southerly, parallel with said line survey, to a point opposite HES 4th Ave 77+34.12 and 19.83 feet Easterly therefrom, thence Easterly, to the point of beginning.

Tract 10:

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 4th Ave 77+67.33 on the 4th Ave line survey of SR 519, 4th Ave. S. to 1st Ave. S. and 40.73 feet Westerly therefrom; thence Northerly, parallel with said line survey, to a point opposite HES 4th Ave 79+06.06 thereon; thence Northeasterly, to a point opposite HES 4th Ave 79+62.76 on said line survey and 36.77 feet Westerly therefrom; thence Westerly, to a point opposite HES 4th Ave 79+63.47 on said line survey and 47.94 feet Westerly therefrom; thence Northwesterly, to a point opposite HES 4th Ave 79+65.63 on said line survey and 81.85 feet Westerly therefrom; thence Southwesterly, to a point opposite HES 4th Ave 79+20.17 on said line survey and 85.03 feet Westerly therefrom; thence Southwesterly, to a point opposite HES 4th Ave 77+67.33 on said line survey and 85.90 feet Westerly therefrom; thence Southerly, parallel with said line survey, to a point opposite HES 4th Ave 77+67.33 thereon; thence Easterly, to the point of beginning.

Tract 11:

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 4th Ave 76+86.45 on the 4th Ave line survey of SR 519, 4th Ave. S. to 1st Ave. S. and 49.05 feet Westerly therefrom; thence Northerly, parallel with said line survey, to a point opposite HES 4th Ave 76+99.45 and 49.05 feet Westerly therefrom; thence Westerly, to a point opposite said HES and 77.89 feet Westerly therefrom; thence Southerly, parallel with said line survey, to a point opposite HES 4th Ave 76+86.45 thereon; thence Easterly, to the point of beginning.

Tract 12:

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 4th Ave 75+96.23 on the 4th Ave line survey of SR 519, 4th Ave. S. to 1st Ave. S. and 49.05 feet Westerly therefrom; thence Northerly, parallel with said line survey, to a point opposite HES 4th Ave 76+09.23 and 49.05 feet Westerly therefrom; thence Westerly, to a point opposite said HES and 77.89 feet Westerly therefrom; thence Southerly, parallel with said line survey, to a point opposite HES 4th Ave 75+96.23 and 77.89 feet Westerly therefrom; thence Easterly, to the point of beginning.

Tract 13:

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) EB 7+17.78 on the EB line survey of SR 519, 4th Ave. S. to 1st Ave. S. and 38.91 feet Southerly therefrom; thence Northerly, to a point opposite HES EB 7+31.78 on said line survey and 33.27 feet Northerly therefrom; thence Easterly, parallel with said line survey, to a point opposite HES EB 6+82.33 survey and 33.27 feet Northerly therefrom; thence Northerly, to a point opposite said HES and 41.07 feet Northerly therefrom; thence continuing Northerly, to a point opposite HES EB 6+82.33 on said line survey and 49.58 feet Northerly therefrom; thence Westerly, parallel with said line survey, to a point opposite HES EB 7+02.09 and 49.58 feet Northerly therefrom; thence Northerly, to a point opposite said HES and 64.79 feet Northerly therefrom; thence Northwesterly, to a point opposite HES EB 7+10.38 on said line survey and 73.08 feet Northerly therefrom; thence Westerly, parallel with said line survey, to a point opposite HES EB 7+24.08 thereon; thence Southwesterly, to a point opposite HES EB 7+31.78 on said line survey and 64.79 feet Northerly therefrom; thence Southerly, to a point opposite said HES and 33.27 feet Northerly therefrom; thence Southerly, to a point opposite HES EB 7+31.78 on said line survey and 33.27 feet Northerly therefrom; thence Southerly, to a point opposite HES EB 7+17.78 on said line survey and 38.91 feet Southerly therefrom; thence Easterly, to the point of beginning.

Tract 14:

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) EB 6+31.16 on the EB line survey of SR 519, 4th Ave. S. to 1st Ave. S. and 41.81 feet Southerly therefrom; thence Northerly, to a point opposite said HES and 32.56 feet Northerly therefrom; thence Easterly, to a point opposite EB 5+89.33 on said line survey and 32.10 feet Northerly therefrom; thence Northerly, to a point opposite HES EB 5+89.19 on said line survey and 45.10 feet Northerly therefrom; thence Westerly, to a point opposite HES EB 6+45.16 on said line survey and 45.71 feet Northerly therefrom; thence Southerly, to a point opposite said HES and 35.62 feet Southerly therefrom; thence Southwesterly, to a point opposite HES EB 6+63.21 on

said line survey and 52.00 feet Southerly therefrom; thence Southeasterly, to a point opposite HES EB 6+53.79 on said line survey and 62.37 feet Southerly therefrom; thence Northeasterly, to the point of beginning.

Tract 15:

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 4th Ave 73+75.10 on the 4th Ave line survey of SR 519, 4th Ave. S. to 1st Ave. S. and 59.43 feet Westerly therefrom; thence Northerly, to a point opposite HES 4th Ave 73+89.08 on said line survey and 60.22 feet Westerly therefrom; thence Westerly, to a point opposite HES 4th Ave 73+88.29 on said line survey and 74.20 feet Westerly therefrom; thence Southerly, to a point opposite HES 4th Ave 73+74.32 on said line survey and 73.41 feet Westerly therefrom; thence Easterly, to the point of beginning.

Tract 16:

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 4th Ave 72+85.11 on the 4th Ave line survey of SR 519, 4th Ave. S. to 1st Ave. S. and 52.70 feet Westerly therefrom; thence Northerly, to a point opposite HES 4th Ave 72+99.09 on said line survey and 53.49 feet Westerly therefrom; thence Westerly, to a point opposite HES 4th Ave 72+98.31 on said line survey and 67.47 feet Westerly therefrom; thence Southerly, to a point opposite HES 4th Ave 72+84.33 on said line survey and 66.68 feet Westerly therefrom; thence Easterly, to the point of beginning.

Tract 17:

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 4th Ave 70+22.30 on the 4th Ave line survey of SR 519, 4th Ave. S. to 1st Ave. S. and 28.42 feet Westerly therefrom; thence Northwesterly, to a point opposite HES 4th Ave 72+21.00 on said line survey and 39.59 feet Westerly therefrom; thence Westerly, to a point opposite HES 4th Ave 72+19.33 on said line survey and 69.47 feet Westerly therefrom; thence Southerly, to a point opposite HES 4th Ave 72+04.19 on said line survey and 67.96 feet Westerly therefrom; thence

Southerly, to a point opposite HES 4th Ave 70+86.17 on said line survey and 61.32 feet Westerly therefrom; thence Easterly, to a point opposite HES 4th Ave 70+86.67 on said line survey and 52.29 feet Westerly therefrom; thence Southerly, to a point opposite HES 4th Ave 70+21.16 on said line survey and 48.61 feet Westerly therefrom; thence Easterly, to the point of beginning.

Tract 18:

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) EB 7+42.26 on the EB line survey of SR 519, 4th Ave. S. to 1st Ave. S. and 44.35 feet Northerly therefrom; thence Northerly, to a point opposite EB 7+42.02 on said line survey and 60.18 feet Northerly therefrom; thence Westerly, to a point opposite HES EB 7+57.85 on said line survey and 60.42 feet Northerly therefrom; thence Southerly, to a point opposite HES EB 7+58.09 on said line survey and 44.59 feet Northerly therefrom; thence Easterly, to the point of beginning.

Tract 19:

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) EB 7+99.31 on the EB line survey of SR 519, 4th Ave. S. to 1st Ave. S. and 49.87 feet Southerly therefrom; thence Northerly, to a point opposite said HES and 65.52 feet Northerly therefrom; thence Westerly, parallel with said line survey, to a point opposite HES EB 8+13.66 and 65.52 feet Northerly therefrom; thence Southerly, to a point opposite said HES and 50.00 feet Southerly therefrom; thence Easterly, to the point of beginning.

Tract 20:

All that portion lying above an elevation of 32.0 feet North American Vertical Datum of 1988, beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 4th Ave 80+35.22 on the 4th Ave line survey of SR 519, 4th Ave. S. to 1st Ave. S. and 50.00 feet Easterly therefrom; thence Northerly, parallel with said line survey, to a point opposite HES 4th Ave 80+86.25 and 50.00 feet Easterly therefrom, thence Southwesterly, along a nontangent curve concave to the left having a radius of 434.50 feet an arc length of 199.04 feet, to a point opposite HES 4th Ave 79+66.74 on said line survey and 107.00 feet Westerly therefrom; thence

Southerly, parallel with said line survey, to a point opposite HES 4th Ave 79+33.26 and 107.00 feet Westerly therefrom; thence Southeasterly, to a point opposite HES 4th Ave 79+21.54 on said line survey and 90.30 feet Westerly therefrom; thence Southwesterly, to a point opposite HES 4th Ave 79+10.08 on said line survey and 98.34 feet Westerly therefrom; thence Northwesterly, to a point opposite HES 4th Ave 79+16.17 on said line survey and 107.00 feet Westerly therefrom; thence Southerly, parallel with said line survey, to a point opposite HES 4th Ave 78+86.88 and 107.00 feet Westerly therefrom; thence Northeasterly, along a nontangent curve concave to the right having a radius of 388.50 feet an arc length of 39.91 feet, to a point opposite HES 4th Ave 79+20.17 on said line survey and 85.03 feet Westerly therefrom; thence Northerly, to a point opposite HES 4th Ave 79+65.63 on said line survey and 81.85 feet Westerly therefrom; thence Easterly, to a point opposite HES 4th Ave 79+63.47 on said line survey and 47.94 feet Westerly therefrom; thence Northeasterly, along a nontangent curve concave to the right having a radius of 388.50 feet and an arc length of 121.91 feet, to the point of beginning.

Tract 21:

All that portion lying above an elevation of 32.0 feet North American Vertical Datum of 1988, beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) EB 7+37.85 on the EB line survey and 52.86 feet Northerly therefrom; thence Northeasterly, to a point opposite HES EB 7+32.29 on said line survey and 97.88 feet Northerly therefrom; thence Westerly, to a point opposite HES EB 7+48.65 on said line survey and 98.00 feet Northerly therefrom; thence Southerly, to a point opposite HES EB 7+37.85 on said line survey and 52.88 feet Northerly therefrom; thence Easterly, to the point of beginning. EXCEPTING THEREFROM any portion lying within Tract 18 described hereinabove.

Tract 22:

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) EB 5+05.78 on the EB line survey of SR 519, 4th Ave. S. to 1st Ave. S. and 36.09 feet Northerly therefrom at an elevation of 32 feet, North American Vertical Datum of 1988 (NAVD88); thence Northerly, to a point opposite HES 4th Ave 77+34.12 on the 4th Ave line survey of said highway

and 43.83 feet Easterly therefrom at an elevation of 21 feet, NAVD88; thence Westerly, to a point opposite HES 4th Ave 77+34.12 on said 4th Ave line survey and 19.83 feet Easterly therefrom at an elevation of 21 feet, NAVD88; thence Southerly, to a point opposite HES 4th Ave 75+73.90 on said 4th Ave line survey and 19.83 feet Easterly therefrom at an elevation of 29.4 feet, NAVD88; thence Southwesterly, to a point opposite HES 4th Ave 75+44.61 on said 4th Ave line survey and 13.29 feet Easterly therefrom at an elevation of 31 feet, NAVD88; thence Westerly, to a point opposite HES 4th Ave 75+44.61 on said 4th Ave line survey and 20.51 feet Westerly therefrom at an elevation of 31 feet, NAVD88; thence Northwesterly, to a point opposite HES 4th Ave 75+71.96 on said 4th Ave line survey and 35.53 feet Westerly therefrom at an elevation of 29.8 feet, NAVD88; thence Northwesterly, to a point opposite HES 4th Ave 76+02.72 on said 4th Ave line survey and 40.73 feet Westerly therefrom at an elevation of 28.4 feet, NAVD88; thence Northerly, to a point opposite HES 4th Ave 77+67.33 on said 4th Ave line survey and 40.73 feet Westerly therefrom at an elevation of 21 feet, NAVD88; thence Westerly, to a point opposite HES 4th Ave 77+67.33 on said 4th Ave line survey and 85.90 feet Westerly therefrom at an elevation of 21 feet, NAVD88; thence Southerly, to a point opposite HES 4th Ave 75+66.00 on said 4th Ave S line survey and 85.90 feet Westerly therefrom at an elevation of 30 feet, NAVD88; thence Southwesterly, to a point opposite HES EB 6+56.60 on said EB line survey and 44.59 feet Northerly therefrom at an elevation of 32 feet, NAVD88; thence Southeasterly, to a point opposite HES EB 6+52.60 on said EB line survey and 36.09 feet Northerly therefrom at an elevation of 32 feet, NAVD88; thence Easterly, to the point of beginning. EXCEPTING THEREFROM any portions lying within Tracts 5, 6, 7, 8, 11, 12, and 14 as described hereinabove.

Tract 23:

All that portion lying above elevation of 32.0 feet North American Vertical Datum of 1988 beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) EB 5+00.50 on the EB line survey of SR 519, 4th Ave. S. to 1st Ave. S. and 44.09 feet Southerly therefrom; thence Northerly, to a point opposite HES EB 90 15+13.33 on the EB 90 line survey of said highway and 28.37 feet Northerly therefrom; thence Westerly, to a point opposite HES

EB 5+05.88 on said EB line survey and 28.37 feet Northerly therefrom; thence Northerly, to a point opposite HES EB 5+05.78 on said EB line survey and 36.09 feet Northerly therefrom; thence Westerly, parallel with said EB line survey, to a point opposite HES EB 6+52.60 and 36.09 feet Northerly therefrom; thence Northwesterly, to a point opposite HES EB 6+56.60 on said EB line survey and 44.59 feet Northerly therefrom; thence Southwesterly, to a point opposite HES EB 6+82.33 on said EB line survey and 41.07 feet Northerly therefrom; thence Southerly, to a point opposite said HES and 33.27 feet Northerly therefrom; thence Westerly, parallel with said EB line survey, to a point opposite HES EB 7+31.78 and 33.27 feet Northerly therefrom; thence Northerly, to a point opposite HES EB 7+31.78 on said EB line survey and 39.13 feet Northerly therefrom; thence Westerly, parallel with said EB line survey, to a point opposite HES EB 7+39.55 and 39.13 feet Northerly therefrom; thence Northeasterly, to a point opposite HES EB 7+37.85 on said EB line survey and 52.88 feet Northerly therefrom; thence Westerly, to a point opposite HES EB 8+13.66 on said EB line survey and 50.00 feet Northerly therefrom; thence Southerly, to a point opposite said HES and 43.86 feet Southerly therefrom; thence Southeasterly, to a point opposite EB 6+99.58 on said EB line survey and 45.74 feet Southerly therefrom; thence Southeasterly, to a point opposite HES EB 6+55.71 on said EB line survey and 66.38 feet Southerly therefrom; thence Northeasterly, to a point opposite EB 6+20.90 on said EB line survey and 34.31 feet Southerly therefrom; thence Easterly, parallel with said EB line survey, to a point opposite HES EB 5+87.55 and 34.31 feet Southerly therefrom; thence Southeasterly, to a point opposite HES EB 5+74.16 on said EB line survey and 47.88 feet Southerly therefrom; thence Southerly, to a point opposite HES EB 5+74.47 on said EB line survey and 67.61 feet Southerly therefrom; thence Easterly, to a point opposite HES EB 5+37.58 on said EB line survey and 68.00 feet Southerly therefrom; thence Northeasterly, to the point of beginning. EXCEPTING THEREFROM any portions lying within Tracts 5, 6, 13, 14, and 19 as described hereinabove.

Tract 24:

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 4th Ave 72+21.00 on the 4th Ave line survey of SR 519, 4th Ave. S. to 1st Ave. S. and 39.59 feet

Westerly therefrom at an elevation of 22 feet, North American Vertical Datum of 1988 (NAVD 88); thence Northeasterly, to a point opposite HES 4th Ave 74+12.98 on said line survey and 50.39 feet Westerly therefrom at an elevation of 30.6 feet, NAVD 88; thence Northwesterly, to a point opposite HES EB 6+20.90 on the EB line survey of said highway and 34.31 feet Southerly therefrom at an elevation of 32 feet, NAVD 88; thence Southwesterly, to a point opposite EB 6+55.71 on said EB line survey and 66.38 feet Southerly therefrom at an elevation of 32 feet, NAVD 88; thence Southeasterly, to a point opposite HES 4th Ave 73+81.05 on said 4th Ave line survey and 85.49 feet Westerly therefrom at an elevation of 29.2 feet, NAVD 88; thence Southeasterly, to a point opposite HES 4th Ave 72+19.33 on said 4th Ave line survey and 69.47 feet Westerly therefrom at an elevation of 22 feet, NAVD 88; thence Easterly, to the point of beginning. EXCEPTING THEREFROM those portions lying within Tracts 15 and 16 as described hereinabove.

Tract 25:

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 4th Ave 71+49.91 on the 4th Ave line survey of SR 519, 4th Ave. S. to 1st Ave. S. and 13.43 feet Easterly therefrom at an elevation of 23 feet, North American Vertical Datum of 1988 (NAVD 88); thence Northwesterly, to a point opposite HES 4th Ave 73+79.12 on said line survey and 0.65 feet Easterly therefrom at an elevation of 30.6 feet, NAVD 88; thence Northeasterly, to a point opposite HES EB 5+37.58 on the EB line survey of said highway and 68.00 feet Southerly therefrom at an elevation of 32 feet, NAVD 88; thence Westerly, to a point opposite HES EB 5+74.47 on said EB line survey and 67.61 feet Southerly therefrom at an elevation of 32 feet, NAVD 88; thence Southerly, to a point opposite HES 4th Ave 73+83.63 on said 4th Ave line survey and 83.63 feet Westerly therefrom at an elevation of 30.7 feet, NAVD 88; thence Southeasterly, to a point opposite HES 4th Ave 71+48.57 feet on said 4th Ave line survey and 10.53 feet Westerly therefrom at an elevation of 23 feet, NAVD 88; thence Easterly, to the point of beginning. EXCEPTING THEREFROM those portions lying within Tracts 2, 3 and 4 as described hereinabove.

RESERVING UNTO the Grantor all rights of ingress and egress, (including all rights of access, light, view and air) to, from and between the EB line connection, the ATL line connection, the EB 90 line connection, the 4th Ave line connection and the SR 90 EB B-2 line connection of SR 519, 4th Ave. S. to 1st Ave. S. and the property herein conveyed.

EXCEPT that notwithstanding Grantor's foregoing reserved rights, traffic movement and access to and from city streets will be permitted under the highway structures, as height clearances permit, at Highway Engineer's Station EB 5+00 to Highway Engineer's Station EB 8+13.67 on the EB line survey of SR 519, 4th Ave. S. to 1st Ave. S. and also at Highway Engineer's Station 4th Ave 70+20 to Highway Engineer's Station 4th Ave 80+87 on the 4th Ave line survey of said highway.

The specific details concerning all of which may be found on Sheets 2 through 6 of that certain plan entitled SR 519, 4th Ave. S. to 1st Ave. S., as existing now of record and on file in the office of the Secretary of Transportation at Olympia, Washington and bearing the date of approval September 1, 2011, revised September 29, 2011.

EXHIBIT B to Quitclaim Deed

Conditions

As used in this Exhibit B, “Property” means all real property legally described on Exhibit A to this Quitclaim Deed. Any capitalized terms that are not defined in this Exhibit B shall have the meaning given in the Memorandum of Agreement GCA 6868, Seattle City Clerk’s File XXXX .

1. Grantor reserves a permanent easement under Interstate 90 and SR 519 structures located on the Property to construct, inspect, maintain, repair the structures, appurtenances, and/or right of way, and a permanent easement under the Interstate 90 and SR 519 structures to construct, operate, and maintain utilities in support of highway needs.
2. The Grantor shall protect, defend, indemnify, and hold harmless Grantee and its employees, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and /or rewards of damages (both to persons and/or property), arising out of, or in any way resulting from, Grantor’s use of the permanent easement reserved in this quitclaim deed. Grantor shall not be required to indemnify, defend, or hold harmless Grantee if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the negligence of the Grantee; provided that , if such claims, suits, or actions result from the concurrent negligence of (a) the Grantor, its employees, authorized agents, or contractors and (b) the Grantee, its employees, authorized agents, or contractors, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of each Party, its employees, authorized agents, and/or contractors. In the event that the City of Seattle incurs reasonable attorneys' fees, costs, or other legal expenses to enforce the indemnity provisions of this deed, all such fees, costs, and expenses shall be recoverable by the City of Seattle.
3. It is understood and agreed that the herein identified Property is transferred for road/street purposes only, and no other use shall be made of said Property without the prior written approval of the Grantor. It is also understood and agreed that the Grantee, its successors or assigns, shall not revise either the right of way lines or access control without prior written approval from the Grantor, it successors or assigns; provided further, that all revenue derived from sale, vacation, rental, or any non-transportation use of such rights-of-way shall be shared by the Grantee and the State in the same proportion as the purchase costs were shared.

This condition shall apply only to those properties acquired by the Grantor as shown on Exhibits C, E, and F to Memorandum of Agreement GCA 6868 for SR 519/I-90 Intermodal

Access – I/C Improvements Project Transfer of Real Property Interest and City Infrastructure to the City of Seattle, dated XXXXXXXXXX , Seattle City Clerk's File XXXXX

Further, this condition shall not apply to that certain property shown shaded purple on Exhibit B to Memorandum of Agreement GCA 6868 for SR 519/I-90 Intermodal Access – I/C Improvements Project Transfer of Real Property Interest and City Infrastructure to the City of Seattle, dated XXXXXX more particularly described as:

All that portion of the 100 foot wide right of way identified as 4th Ave. S. lying Southerly from a line described as; Beginning at a point opposite Highway Engineer Station (herein after referred to as HES) 4th Ave 69+60.00 on the 4th Ave Line survey of SR 519, 4th Ave. S. to 1st Ave. S. and 73.21 West therefrom; thence East to a point opposite said HES and 50.00 feet West therefrom; thence East to a point on a line drawn between a point opposite HES 4th Ave 69+27.25 on said line survey and 2.64 feet Westerly therefrom and a point opposite HES 4th Ave 70+19.02 on said line survey and 4.42 feet Westerly therefrom, said first aforementioned point being perpendicular and West of HES 4th Ave 69.60.00 on said line survey; thence Southerly to a point opposite HES 4th Ave 69+27.25 on said line survey and 2.64 feet Westerly therefrom; thence East to a point opposite HES 4th Ave 69+27.48 on said line survey and 20.45 feet Easterly therefrom; thence Northerly to a point opposite HES 4th Ave 70+43.77 on said line survey and 19.57 feet Easterly therefrom; thence Northerly to a point on a line drawn between said HES and a point opposite HES 4th Ave 71+49.91 on said line survey and 13.43 feet Easterly therefrom, said first aforementioned point being perpendicular and East of HES 4th Ave 71+38 on said line survey; thence Easterly to a point opposite HES 4th Ave 71+38 L/A and 50 Easterly therefrom, being the East right of way line of 4th Ave. S. and the end of the described line.

4. The Grantee understands and agrees that the Grantor is retaining sole ownership of all rights of ingress and egress to, from and between Interstate 90 and SR 519 and City streets, City Infrastructure, City Street Right of Way, Project Property, Project Conveyance Property, Turnback Property, and Project Transfer Property that abut the State highways. The Grantor further retains sole ownership of all rights of access, light, view and air, along, above and below Interstate 90 and SR 519 and City streets, City Street Right of Way, City Infrastructure, Project Property, Project Conveyance Property, Turnback Property, and Project Transfer Property that abut the State highways as shown by the access prohibition symbol, shading, note and other indications included on the right of way and access plans attached as Exhibit F to Memorandum of Agreement GCA 6868 For SR 519/I-90 Intermodal Access – I/C Improvements Project Transfer of Real Property Interest and City

Infrastructure to the City of Seattle, dated XXXXX XX, 201X, Seattle City Clerk's File XXXXX. The Grantee, its successors or assigns, shall have no right of ingress and egress (access) between Interstate 90 and SR 519 and City streets, City Street Right of Way, City Infrastructure, Project Property, Project Conveyance Property, Turnback Property and Project Transfer Property that abut the State highways and the property described herein. The Grantee, its successors or assigns, shall not be entitled to compensation for any loss of access, light, view or air occasioned by construction, reconstruction, maintenance or operation of Interstate 90 and SR 519.

5. The Grantor shall have full control and authority over the design, construction, reconstruction, operation, and maintenance of the SR 519 and I-90 Highway Structures which are defined as the foundations, footings, columns, piers, retaining walls, elevated highway structures, cameras, electrical systems, illumination, signage, fencing, landscaping, drainage and other Grantor-owned improvements located on the Property and constructed as part of the Project as defined in Agreement GCA 6868 referenced herein.
6. No excavation shall be permitted within eight (8) feet of the perimeter of the SR 519 and Interstate 90 foundations, as described herein, unless the Grantor agrees that such work by Grantee is necessary to maintain and repair Grantee-owned pavement, facilities and/or utilities. The Grantee shall submit a work plan to the Grantor for the maintenance and repair of pavement, facilities and/or utilities no less than 45 days prior to the commencement of the work, except for emergency situations as provided for in Section 9 below. The Grantee shall secure the Grantor's written approval of the work plan prior to proceeding with the work, said written approval shall not be unreasonably withheld. The Grantor shall use its best efforts to provide said approval within fifteen (15) working days of submittal of said plans. In the event the Grantee wants to install new pavement, facilities and/or utilities within eight (8) feet of the SR 519 and Interstate 90 foundations, the Grantee will submit the plans and specifications to the Grantor for prior review and Grantor written approval, said approval shall not be unreasonably withheld.
7. No flammable liquids or explosives shall be parked, placed or stored on or under the land or in the airspace lying directly below the Highway Structures. In the event that such flammable liquids or explosives are stored, placed or parked within said area, the Grantor has the right, without any notice to the Grantee, to (i) tow away or have the parked vehicle towed away, (ii) remove or have removed said flammable liquids or explosives, (iv) store vehicles, flammable liquids or explosives, or dispose of same, if necessary and (iii) the Grantee agrees to pay all expenses incurred by Grantor for such towing, removal, disposal and/or storage upon receipt of a detailed invoice from Grantor; provided that, nothing

herein shall be deemed to prohibit the parking of Grantee's gasoline powered vehicles below the Highway Structures.

8. The Grantee hereby covenants and agrees that any improvements constructed by the Grantee on the Property conveyed herein lying within the SR 519 and Interstate 90 highway right of way will not at any time during or after construction damage or adversely affect, in any way, any part or element of the SR 519 and Interstate 90 Highway Structures or adversely affect the operations and maintenance thereof, or adversely affect the safety of the traveling public. Grantee shall submit to Grantor copies of all plans and specifications for any proposed improvements on said property and no work shall be done without the Grantor having approved in writing such plans and specifications, said approval shall not be unreasonably withheld. The Grantor has the right to inspect any excavation and/or construction work as it progresses and to take any action necessary, including stopping of said work or requiring that additional work be done to insure that the work complies with the previously approved plans and specifications. No attachments, drilling or welding will be permitted onto any portion of the Highway Structures.
9. With the exception of City streets, any facility proposed for construction shall be fire resistant in accordance with the provisions of the local applicable building codes found to be acceptable by the Grantor. Any proposals involving construction improvements must be approved by the State Fire Marshall in writing. In the absence of modern building codes or in cases where the Grantor questions the acceptability of the existing code, conformance with the Uniform Building Code or the National Building Code will be required.
10. In the event emergency conditions require the immediate repair or restoration of Grantor-owned Highway Structures, the Grantor shall inform the Grantee as soon as possible that such repair or restoration is in progress, about to occur, or has occurred. The Grantor and Grantee may agree to other procedures in the event of an emergency. The Grantor agrees to restore the Grantee's structures, grading, landscaping and other improvements, to the extent damaged by the entry, repairs or restoration of the Grantor-owned Highway Structures, to at least as good a condition as such structures, grading, landscaping and other improvements, were in immediately prior to Grantor's commencement of work.
11. In the event emergency conditions require the immediate repair or restoration of Grantee-owned facilities, the Grantee shall inform the Grantor as soon as possible that such repair or restoration is in progress, about to occur, or has occurred. The Grantor and Grantee may agree to other procedures in the event of an emergency. The Grantee agrees to restore the Grantor's Highway Structures, to the extent damaged by the entry, repairs or restoration of

the Grantee-owned facilities, to at least as good a condition as such Highway Structures, were in immediately prior to Grantee's commencement of work.

12. Except as provided in Sections 1, 4, and 9 above, the Grantee shall perform or cause to be performed, at its expense, all maintenance of the land and airspace lying directly below the Highway Structures.
13. The Grantor hereby defends, releases and indemnifies, protects and holds harmless the City of Seattle and its officers, officials, employees, and agents working within the scope of their employment from all liability and claims (including but not limited to liability and claims for response and remediation costs, administrative costs, fines, charges, penalties, and cost recovery or similar actions brought by a governmental or private party, including third party tort liability) arising, directly or indirectly, from any presence or release of any Hazardous Substance remaining within or transported from the underground storage tank property on State Parcel 1-15948 located at at 1411 Fourth Avenue S, the former Fisher Property & Rittenburg Property legally described as Lot3, Block 287, Map of Seattle Tide Lands, as shown on the official maps on file in the Office of the Commissioner of Public Lands at Olympia, Washington, and such State obligations take effect immediately, continue in full force and effect into the future regardless of subsequent property transfer. In the event that the City of Seattle incurs reasonable attorneys' fees, costs, or other legal expenses to enforce the indemnity provisions of this deed, all such fees, costs, and expenses shall be recoverable by the City of Seattle.